

The complaint

Mr S has complained about the way Acromas Insurance Company Limited handled his claim under his motor insurance policy for damage to his car.

Where I've referred to Acromas, this also includes any actions or communication by agents acting on its behalf.

What happened

Mr S's car was damaged when a third party reversed their vehicle into his. Mr S has said that after the accident when he put his car's automatic gear box in drive the gear box started making a noise and the dashboard 'lit up' and a warning came up on the dashboard saying 'Fault in drive'. Mr S contacted Acromas to make a claim and his car was recovered to one of its approved repairers. Acromas arranged a hire car for Mr S.

Mr S rang the approved repairer for an update and was told the mechanic couldn't hear a noise from the gear box. Mr S asked if they'd actually checked the gearbox. He was told they hadn't, but would do so. He then rang again after a week and was told they were still checking the car. He didn't hear anything and rang after a further two weeks and was told by someone that his car had never started at the garage. He knew this wasn't true from his previous conversations and challenged this. He then made further calls to the garage asking why it was taking so long to repair his car. And he's said the manager at the garage got upset with him and told him if he wasn't happy he could find another repairer.

Mr S then had a call from Acromas asking him if he asked for his car to be taken to another repairer. Mr S explained that he had not asked for this to happen and relayed his conversation with the manager. Acromas asked him if he wanted his car moved to another repairer and he said 'yes' because of the delay he'd experienced and the attitude of the manager. He mentioned a couple of manufacturer dealerships he'd like his car taken to. But was told it would be moved another manufacturer dealership in a different area to the two he'd suggested.

The second repairer suggested there was a maintenance issue with the car which wasn't related to the accident. Mr S wasn't happy about this and complained to Acromas. It arranged for an engineer to inspect the car and provide a report. In his report the engineer identified front end damage to the car resulting from the accident. But he said there was a fault with the fuel pump, which needed repairing, which wasn't related to the accident. And he said there wasn't an issue with the gear box. Mr S said any problems with the car must either be down to the accident or when the car was moved by Acromas or its repairers. There was then a period where it seems Acromas were waiting to hear from the engineer whether he had declared Mr S's car a total loss.

In the end, as Acromas didn't think the issue with the fuel pump was accident related it gave Mr S the option of having one of its repairers carry out the bodywork repairs and said it would supply him with a courtesy car while it did this. But it told its hire car provider to stop providing Mr S with a hire car.

Mr S complained to Acromas again and it issued a final response letter on 12 July 2023. In this it said it wouldn't pay for the repair to the fuel pump because of what its engineer had said, but it would consider the matter further if Mr S provided his own engineer's report supporting a different view. It said it was right to stop the hire car, as the reason his car hadn't been repaired was the issue with the fuel pump. It did however acknowledge its communication could have been better and paid £50 in compensation in recognition of this.

Mr S asked us to consider his complaint. One of our investigators did this. She said that there wasn't sufficient evidence to dispute what Acromas's engineer had said about the fuel pump and gear box. And in view of this she thought Acromas's decisions not to pay for the repair to the fuel pump and stop the hire car were reasonable. She did however say Acromas should pay a further £100 in compensation for the distress and inconvenience Mr S had experienced due to the delay on its part in communicating its decision not to pay for the repair to the fuel pump.

Acromas doesn't agree with the investigator's view. It has said there weren't any unnecessary delays and the delay in the engineer inspecting Mr S's car was because he couldn't get hold of Mr S's garage. And once it got the report from the engineer it provided this to Mr S within five days. It's also noted he had a hire car and that this was slightly bigger than normal as a result of a request by Mr S due to his height.

Mr S doesn't agree with the investigator's view either. He says the video he has provided shows his car was fine before the accident. And he feels he has provided any problem with it must be due to the accident or something that happened while it was being moved by Acromas or its repairers.

What I've decided – and why

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

Industry rules set out by the regulator (the Financial Conduct Authority) say insurers must handle claims fairly and shouldn't unreasonably reject a claim. I've taken these rules, and other industry guidance, into account when deciding what I think is fair and reasonable in the circumstances of Mr S's complaint.

I appreciate Mr S feels very strongly that any problems with his car must be due to the accident. But, despite the video he has provided, I think there is a possibility there was an underlying issue with the fuel pump. The engineer is an expert and I can't simply ignore his opinion. It has to be given a great deal of weight as he inspected Mr S's car and will have seen the diagnostic reports and used these and his expertise to form an opinion on what was wrong with it. If Mr S wanted to counter this, he did have the opportunity to have it assessed by another engineer or obtain a report from another garage on the problems with his car. But he chose not to do this. And without expert evidence suggesting the engineer appointed by Acromas is wrong, I do not consider it would be appropriate for me to interfere with Acromas's decision not to pay to fix the mechanical problem with Mr S's car and to only offer to pay for the repairs needed to the bodywork. In other words, I think Acromas approach in this regard was reasonable.

I do however agree with our investigator that Acromas could have got to the point where it set out its final position on the work needed to Mr S's car sooner. It's suggested that the delay in it getting to this point was due to problems getting hold of Mr S's repairer. But, as far as I can see from the notes provided, Mr S didn't choose either of the garages his car went to. So, I consider it is fair to hold Acromas responsible for any delays these repairers caused. In any event, I think Acromas could have been a lot more proactive in its investigation and been much clearer with Mr S on what was happening and why. Therefore, I

also agree with my investigator that Acromas's failure to do so caused Mr S distress and inconvenience and that a further £100 in compensation to him is appropriate.

Putting things right

For the reasons set out above, I've decided to uphold Mr S's complaint and make Acromas pay him a further £100 compensation for distress and inconvenience.

My final decision

I uphold Mr S's complaint and order Acromas Insurance Company Limited to pay him a further £100 in compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr S to accept or reject my decision before 19 February 2024.

Robert Short
Ombudsman